

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

Civil Action No. 03-12374-DPW

FIRST UNION RAIL CORPORATION,

Plaintiff,

v.

**MAINE CENTRAL RAILROAD
COMPANY, BOSTON AND MAINE
CORPORATION, PORTLAND
TERMINAL RAILWAY COMPANY,
and SPRINGFIELD TERMINAL
RAILWAY COMPANY,**

Defendants.

FIRST AMENDED COMPLAINT

1. This First Amended Complaint is brought for monies owed by the Defendants to the Plaintiff for Defendants' use of Plaintiff's railcars. To date, Defendants have reported to Plaintiff First Union that no less than \$302,783.01 is due. This unpaid amount continues to increase on a monthly basis. Pursuant to Fed. R. Civ. P. 15(a), the Defendants have given their written consent to this amendment.

PARTIES

2. First Union Rail Corporation ("First Union") is a corporation organized and existing under the laws of the State of North Carolina, with a place of business in Chicago, Illinois. First Union is in the business of leasing railcars for hire by others and is a Subscriber to the Interchange Rules of the Association of American Railroads (the "AAR Interchange Rules").

3. Pursuant to tariff, First Union is the designated car hire receivables agent for the subject car hire payments in this action due and owed by the Defendants. In the past, Defendants routinely made those payments in accordance with the tariff and in care of First Union as evidenced by the checks attached hereto as Exhibit A. The Defendants have accordingly stipulated through counsel that First Union has standing to pursue the amounts claimed in this action.
4. Defendant Maine Central Railroad Company (“Maine Central”) is a duly organized and existing corporation with its place of business in North Billerica, Middlesex County, Massachusetts. Defendant Maine Central is a Subscriber to the AAR Interchange Rules and the Code of Car Hire Rules (“Code”).
5. Defendant Boston and Maine Corporation (“Boston and Maine”) is a duly organized and existing corporation with its principal place of business in North Billerica, Middlesex County, Massachusetts. Defendant Boston and Maine is a Subscriber to the AAR Interchange Rules and the Code.
6. Defendant Portland Terminal Railway Company (“Portland Terminal”) is a duly organized and existing corporation with its place of business in North Billerica, Middlesex County, Massachusetts. Defendant Portland Terminal is a Subscriber to the AAR Interchange Rules and the Code.
7. Defendant Springfield Terminal Railway Company (“Defendant Springfield”) is a duly organized and existing corporation with its principal place of business in North Billerica, Middlesex County, Massachusetts.
8. Defendants are all component parts of the Springfield Terminal Rail System and each reports and pays its car hire and car mileage obligations under the Code

collectively through Defendant Springfield. All of the Defendants are engaged in a common business enterprise under the business names of Springfield Terminal Rail System or ST Rail System.

9. Defendants are obligated to compensate First Union for the use of First Union's railcars in accordance with the published car hire rates under the Code or otherwise.
10. At all times after February 2000, Defendants have continuously used First Union's railcars in the operation of their business.
11. Defendants reported to First Union the amounts due from Defendants for car hire and care mileage. Specifically, Defendants have reported an amount equal to or exceeding \$302,783.01 due for car hire owed to First Union at present. (True and accurate examples of these written reports are attached hereto as Exhibit B.) This amount continues to increase on a monthly basis.
12. Despite demand for same, Defendants have failed to make car hire and car mileage payments due and owing to First Union.

COUNT ONE

13. First Union incorporates by reference the foregoing factual allegations.
14. Defendants' failure to pay constitutes a material breach of their obligations to First Union under the Code and Freight Tariff RIC 6007 (which also obligates the Defendants to pay the First Union for the amounts claimed herein).
15. As a direct and proximate result of Defendants' material breach, First Union is entitled to recover damages against Defendants, jointly and severally, for all past due payments plus interest.

COUNT TWO

16. First Union incorporates by reference the foregoing factual allegations.
17. With the reasonable expectation of receiving compensation thereafter, First Union conferred a benefit on Defendants, which Defendants knowingly accepted. Specifically, Defendants have used First Union's railcars in their business operations at all times from February 2000 to the present. Defendants knowingly accepted and were aware they were obliged to pay for these benefits.
18. Despite demand for same, Defendants have failed and refused to compensate First Union for their use of First Union's railcars as demanded by First Union.
19. If Defendants are allowed to keep the benefit they received and continue to receive from First Union's railcars without having to pay for their use thereof, Defendants will be unjustly enriched at the expense and to the detriment of First Union.
20. Accordingly, in addition to and as an alternative form of relief, First Union is entitled to recover from Defendants the reasonable value of the use of First Union's railcars.

COUNT THREE

21. First Union incorporates by reference the foregoing factual allegations.
22. Pursuant to 49 U.S.C. §§ 10101 *et seq.* including 49 U.S.C. §§ 11704, Defendants are obligated to reasonably compensate First Union for their use of First Union's railcars by paying car hire and car mileage to First Union in accordance with the published rates.

23. Despite demand for same, Defendants failed to pay First Union car hire and car mileage amounts reported by Defendants as due.
24. Defendants' failure to pay car hire and car mileage is a violation of 49 U.S.C. §§10101 *et seq.* including 49 U.S.C. §§ 11704.
25. As a direct and proximate result of Defendants' violation of 49 U.S.C. §§ 10101 *et seq.* including 49 U.S.C. §§ 11704, First Union has sustained damages in an amount equal to or exceeding \$302,783.01 plus interest. This amount continues to increase on a monthly basis.
26. Accordingly, in addition to and as an alternative form of relief, First Union, pursuant to 49 U.S.C. § 10101 *et seq.* including 49 U.S.C. §§ 11704, is entitled to recover charges due and damages against Defendants, jointly and severally, for all past due payments of car hire plus interest.

COUNT FOUR

27. First Union incorporates by reference the foregoing factual allegations.
28. First Union and Defendant Springfield entered into a written Lease Agreement dated May 28, 1999 under which Defendant Springfield agreed to lease seventy-five (75) railcars (the "Cars") from First Union (the "Lease").
29. Pursuant to the Lease terms, Defendant Springfield is obligated to pay First Union all car hire revenue earned by the Cars as monthly rental for the Cars.
30. Defendant Springfield has reported car hire revenue that is due to First Union as monthly rental payments under the Lease.
31. To date and despite demand for same, Defendant Springfield has failed to pay the care hire revenue it has reported as monthly rental due to First Union.

32. Defendant Springfield's failure to pay rent constitutes a material breach of the Lease.
33. As a direct and proximate result of Defendant Springfield's material breach of the Lease, First Union is entitled to recover damages against Defendant Springfield for all unpaid rent under the Lease.
34. The Lease also provides that Defendant Springfield will reimburse First Union for all costs and expenses, including reasonable attorneys' fees, expended by First Union in the enforcement of its rights and remedies thereunder.

WHEREFORE, First Union respectfully prays the Court that:

1. First Union have and recover damages and interest against Defendants in an amount to be established, but reasonably expected to equal or exceed the amount of \$302,783.01 which Defendants have reported as being due;
2. In addition to and in the alternative, First Union have and recover the reasonable value of the use of its railcars;
3. In addition to and in the alternative, First Union have and recover charges due and damages plus interest against Defendants pursuant to 49 U.S.C. §§ 10101 *et seq.*
4. In addition to and in the alternative, First Union have and recover all unpaid rental under its Lease with Defendant Springfield, plus all costs and expenses incurred, including reasonable attorneys' fees.
5. First Union recover the costs of this action, including reasonable attorneys' fees, as may be permitted by law and the Lease; and
6. First Union be granted such other and further relief as the Court shall deem to be just and proper.

Respectfully Submitted,
FIRST UNION RAIL CORPORATION
By its attorneys,

/s/ John D. Fitzpatrick
John D. Fitzpatrick, BBO# 550059
FITZPATRICK & WARRENBRAND LLP
One McKinley Square
Boston, MA 02109
Tel.: (617) 720-2286
Email: jdfitzlaw@aol.com

Dated: March 4, 2004

EXHIBIT A

104-339-5860

SPRINGFIELD TERMINAL RAILWAY COMPANY
 IRON HORSE PARK, NO BILLERICA, MA 01862

INVOICE NUMBER	INVOICE DATE	VOUCHER NUMBER	GROSS AMOUNT	DISCOUNT AMOUNT	NET AMOUNT
0303-01 CAR HIRE <i>(LNE)</i>	09112003	30941101	79376.24	0.00	79376.24
03/03 (car hire 24,598.73)					
04/03 (car hire 29,701.10)					
05/03 (car hire 25,076.41)					
VENDOR 103602	DISB NO: 1	TOTALS		79376.24	0.00
					79376.24

DATE: 09/15/2003 NO. 276710



SPRINGFIELD TERMINAL RAILWAY COMPANY
 IRON HORSE PARK
 NO. BILLERICA, MA 01862

5-20
 110

CHECK NUMBER 276710
 CHECK DATE 09/15/2003

PAY SEVENTY-NINE THOUSAND THREE HUNDRED SEVENTY-SIX DOLLARS
 AND 24 CENTS

TO THE ORDER OF NORTHWESTERN OKLAHOMA RAILROAD
 C/O FIRST UNION RAIL
 P.O. BOX 60134

CHARLOTTE NC 28260-0134

AMOUNT
 *****\$79,376.24

[Signature]
[Signature]

FLEET BANK BOSTON MA 02211 VENDOR 103602 DISB NO. 1



⑈00276710⑈ ⑆011000206⑆ 05002 11593⑈



See Reverse Side For Easy Opening Instructions

GUILFORD RAIL SYSTEM
 IRON HORSE PARK
 NO BILLERICA, MA 01862

NORTHWESTERN OKLAHOMA RAILROAD
 C/O FIRST UNION RAIL
 P.O. BOX 60134

CHARLOTTE NC 28260-0134

UMP

**FIRST
UNION**

FIRST UNION
FIRST UNION RAIL CAR
DA: 2000000957397
checkbox: 0060134
date: 12/27/01 361
attach: 058 Item: 025
code: 09

ST

G SPRINGFIELD TERMINAL RAILWAY COMPANY
IRON HORSE PARK
NO. BILLERICA, MA 01862

5-20
110

CHECK NUMBER 257816
CHECK DATE 11/30/2001

PAY THIRTY-NINE DOLLARS AND 92 CENTS
TO THE
ORDER OF

UPPER MERION & PLYMOUTH RR
C/O FIRST UNION RAIL
P.O. BOX 60134

CHARLOTTE NC 28260-0134
FLEET BANK BOSTON MA 02211 VENDOR DISB NO. 104903 29

AMOUNT
*****\$39.92

L. Ryan

VOID AFTER 90 DAYS



⑈00257816⑈ ⑆011000206⑆ 05002 11593⑈

nt: \$ 39.92

WELCOME TO FIRST UNION NATIONAL BANK OF NORTH CAROLINA
AUTOMATED WHOLESALE LOCKBOX SYSTEM S101

Amount: \$ 39.92

SPRINGFIELD TERMINAL RAILWAY COMPANY
IRON HORSE PARK, NO BILLERICA, MA 01862

DATE: 11/30/2001 NO 257816

INVOICE NUMBER	INVOICE DATE	VOUCHER NUMBER	GROSS AMOUNT	DISCOUNT AMOUNT	NET AMOUNT
9/2001 CAR HIRE	11/27/01	11143355	39.92	0.00	39.92
			415711076 04		
VENDOR 104903	DISB NO: 29	TOTALS	39.92	0.00	39.92

COPY

**FIRST
UNION**

FIRST UNION
 FIRST UNION RAIL CAR
 IDA: 2000000957397
 Lockbox: 0060134
 Date: 12/27/01 361
 Batch: 058 Item: 026
 Mod: 09



SPRINGFIELD TERMINAL RAILWAY COMPANY
 IRON HORSE PARK
 NO. BILLERICA, MA 01862

5-20
 110

CHECK NUMBER 257940
 CHECK DATE 11/30/2001

PAY FIVE HUNDRED FIFTY-SIX DOLLARS AND 32 CENTS
 TO THE
 ORDER OF

COPPER BASIN RAILWAY INC
 C/O FIRST UNION RAIL
 P.O. BOX 60134

CHARLOTTE NC 28260-0134
 FLEET BANK BOSTON MA 02211 VENDOR 101148 DISB NO. 153

AMOUNT

*****\$556.32

VOID AFTER 90 DAYS



⑈00257940⑈ ⑆011000206⑆ 05002 11593⑈

amt: \$ 556.32

WELCOME TO FIRST UNION NATIONAL BANK OF NORTH CAROLINA
 AUTOMATED WHOLESALE LOCKBOX SYSTEM S101

Amount: \$ 556.32

SPRINGFIELD TERMINAL RAILWAY COMPANY
 IRON HORSE PARK, NO BILLERICA, MA 01862

DATE: 11/30/2001 NO. 257940

INVOICE NUMBER	INVOICE DATE	VOUCHER NUMBER	GROSS AMOUNT	DISCOUNT AMOUNT	NET AMOUNT
9/2001 CAR HIRE	11/27/01	11143261	556.32	0.00	556.32
VENDOR: 101148 DISB NO: 153			TOTALS	556.32	0.00
				556.32	

AERO

**FIRST
UNION**

FIRST UNION
FIRST UNION RAIL CAR
DDA: 2000000957397
Lockbox: 0060134
Date: 10/07/02 280
Batch: 330 Item: 017
Mod: 09

LOCK BOX COMPANY, INC.
WHEELING, IL 60090-5145
REORDER NO. 169 7011



SPRINGFIELD TERMINAL RAILWAY COMPANY
IRON HORSE PARK
NO. BILLERICA, MA 01862

5-20
110

CHECK NUMBER 266828
CHECK DATE 08/27/2002

PAY ONE HUNDRED SIXTY-THREE DOLLARS AND 15 CENTS

TO THE
ORDER OF

ALBANY & EASTERN RR
C/O FIRST UNION RAIL
6250 RIVER ROAD SUITE 5000
ROSEMONT IL 60018

FIRST BANK BOSTON MA 02211

VENDOR 109683

DISB NO. 37

*****\$163.15

[Signature]



⑈00266828⑈ ⑆011000206⑆ 05002 11593⑈

ST

Amt: \$ 163.15

WELCOME TO FIRST UNION NATIONAL BANK OF NORTH CAROLINA
AUTOMATED WHOLESALE LOCKBOX SYSTEM S102

Amount: \$ 163.15

SPRINGFIELD TERMINAL RAILWAY COMPANY
IRON HORSE PARK, NO BILLERICA, MA 01862

DATE 08/27/2002 NO. 266828

INVOICE NUMBER	INVOICE DATE	VOUCHER NUMBER	GROSS AMOUNT	DISCOUNT AMOUNT	NET AMOUNT
06/2002 CAR HIRE	08/26/02	20841511	163.15	0.00	163.15
			ST 415711070 08		
VENDOR 109683	DISB NO. 37	TOTALS	163.15	0.00	163.15

PP

**FIRST
UNION**

RST UNION
 RST UNION RAIL CAR
 JA: 2000000957397
 Lockbox: 0060134
 Date: 12/24/01 358
 Batch: 055 Item: 014
 Code: 09

ST



SPRINGFIELD TERMINAL RAILWAY COMPANY
 IRON HORSE PARK
 NO. BILLERICA, MA 01862

5-20
 110

CHECK NUMBER 257921
 CHECK DATE 11/30/2001

PAY FOUR HUNDRED TWENTY-TWO DOLLARS AND 94 CENTS

TO THE
 ORDER OF

FORDYCE & PRINCETON RR COMPANY
 C/O FIRST UNION RAIL
 P.O. BOX 60134

CHARLOTTE NC 28260-0134

FIRST BANK BOSTON MA 02111

VENDOR

101794

DISB NO.

134

AMOUNT

*****\$422.94

[Signature]

VOID AFTER 90 DAYS



⑈00257921⑈ ⑆011000206⑆ 05002 11593⑈

nt: \$ 422.94

WELCOME TO FIRST UNION NATIONAL BANK OF NORTH CAROLINA
 AUTOMATED WHOLESALE LOCKBOX SYSTEM S102

Amount: \$ 422.94

SPRINGFIELD TERMINAL RAILWAY COMPANY
 IRON HORSE PARK, NO BILLERICA, MA 01862

DATE: 11/30/2001 NO. 257921

INVOICE NUMBER	INVOICE DATE	VOUCHER NUMBER	GROSS AMOUNT	DISCOUNT AMOUNT	NET AMOUNT
9/22/01 CAR HIRE	11/27/01	11143282	422.94	0.00	422.94
<p><i>[Handwritten: W]</i></p>			<p><i>[Handwritten: 4257.107008]</i></p>		
VENDOR 101794	DISB NO: 134	TOTALS	422.94	0.00	422.94

STMA

**FIRST
UNION**

FIRST UNION
 FIRST UNION RAIL CAR
 IDA: 2000000957397
 Lockbox: 0060134
 Date: 12/27/01 361
 Batch: 058 Item: 024
 Mod: 09

ST



SPRINGFIELD TERMINAL RAILWAY COMPANY
 IRON HORSE PARK
 NO. BILLERICA, MA 01862

520
110

CHECK NUMBER 257964
 CHECK DATE 11/30/2001

PAY SEVEN HUNDRED SIXTY-TWO DOLLARS AND 31 CENTS
 TO THE ORDER OF

ST MARIES RIVER RAILROAD COMP
 C/O FIRST UNION RAIL
 P.O. BOX 60134

CHARLOTTE NC 28260-0134
 FLEET BANK BOSTON MA 02111 VENDOR 104508 DISB NO. 177

AMOUNT

*****\$762.31

LT Ryan

VOID AFTER 90 DAYS



⑈00257964⑈ ⑆011000206⑆ 05002 11593⑈

mt: \$ 762.31

WELCOME TO FIRST UNION NATIONAL BANK OF NORTH CAROLINA
 AUTOMATED WHOLESALE LOCKBOX SYSTEM S101

Amount: \$ 762.31

SPRINGFIELD TERMINAL RAILWAY COMPANY
 IRON HORSE PARK, NO BILLERICA, MA 01862

DATE: 11/30/2001 NO. 257964

INVOICE NUMBER	INVOICE DATE	VOUCHER NUMBER	GROSS AMOUNT	DISCOUNT AMOUNT	NET AMOUNT
9/2001 CAR HIRE	11/27/01	11143339	762.31	0.00	762.31
VENDOR 104508 DISB NO: 177			TOTALS	762.31	0.00
					762.31

WGR / WUR

**FIRST
UNION**

FIRST UNION
FIRST UNION RAIL CAR
DDA: 2000000957397
Lockbox: 0060134
Date: 07/03/00 185
Batch: 523 Item: 016
Mod: 09

ST



SPRINGFIELD TERMINAL RAILWAY COMPANY
IRON HORSE PARK
NO. BILLERICA, MA 01862

5-20
110

CHECK NUMBER 239557
CHECK DATE 06/27/2000

PAY TWO HUNDRED FIFTY-TWO DOLLARS AND 04 CENTS
TO THE

ORDER OF WILLAMINA & GRAND RONDE RMY CO
C/O FIRST UNION RAIL
P.O. BOX 60134

CHARLOTTE NC 28260-0134

FIRST BANK BOSTON MA 02111

VERBODEN

105146

DATE NO.

109

*****\$252.04

[Signature]

VOID AFTER 90 DAYS



⑈00239557⑈ ⑆011000206⑆ 05002 11593⑈

ml: \$ 252.04

WELCOME TO FIRST UNION NATIONAL BANK OF NORTH CAROLINA
AUTOMATED WHOLESALE LOCKBOX SYSTEM S102

Amount: \$ 252.04

SPRINGFIELD TERMINAL RAILWAY COMPANY
IRON HORSE PARK, NO BILLERICA, MA 01862

DATE: 06/27/2000 NO. 239557

INVOICE NUMBER	INVOICE DATE	VOUCHER NUMBER	GROSS AMOUNT	DISCOUNT AMOUNT	NET AMOUNT
04/00 CAR HIRE	06/27/00	00642646	252.04	0.00	252.04
ST 415711070/08					
VENDOR 105146	DISB NO: 109	TOTALS	252.04	0.00	252.04

EXHIBIT B

SUMMARY OF AMOUNTS DUE FOR CAR HIRE OF
FREIGHT CARS, TRAILERS AND RELATED COSTS

Equipment of:
RUSX FIRST UNION RAIL

()

Month of:
NOV 2003

ITEM NAME	ACCOUNT TYPE	DESC	(A) PAYMENT	(B) DEDUCTION	(A - B) NET
<u>CAR HIRE RULES 1/11 - 1T/11T</u>	010				
CURRENT MONTH		01	821.29		821.29
FIRST MONTH ADJUSTMENT		02		ak 4.26	4.26-
PRIOR MONTH ADJUSTMENT		03			
REGISTRATION ADJUSTMENT		06			
PENALTY		01,02,03,06			
<u>APPURTENANCE</u>	010				
CURRENT MONTH		01			
FIRST MONTH ADJUSTMENT		02			
PRIOR MONTH ADJUSTMENT		03			
PENALTY		01,02,03			
<u>INTERMODAL</u>	020				
CURRENT MONTH		01			
FIRST MONTH ADJUSTMENT		02			
PRIOR MONTH ADJUSTMENT		03			
PENALTY		01,02,03			
<u>CAR HIRE OTHER</u>					
CAR HIRE MISCELLANEOUS	024	ANY			
RULE 4	040	07,08,09			
RULE 5	050-055	07,08,09			
RULE 7	070	07,08,09			
RULE 8	080	07,08,09			
RULE 15	150-151	07,08,09			
RULE 16	160	07,08,09			
RULE 21 LOADING CHARGE	210-215	01,02,03			
RULE 22	221-225	07,08,09			
RULE 23	230	07,08,09			
<u>MISCELLANEOUS</u>					
SPECIAL	400	07,08,09			
BILATERAL	425	07,08,09			
CONTRACTS	450	07,08,09			
RESERVED	500-550	07,08			
TRAILER RELIEF	600	07,08,09			
<u>NON CAR HIRE - OTHER</u>					
CSR - 5	800	XXXXXXXXXX			
SPECIAL USE CHARGE	810	XXXXXXXXXX			
ORIGIN DETENTION	820	XXXXXXXXXX			
DESTINATION DETENTION	825	XXXXXXXXXX			
OT - 5	850	07,08,09			
TAX	860				
GRAND TOTALS	XXX	XXXXXXXXXX	821.29	4.26	817.03

SUMMARY OF AMOUNTS DUE FOR CAR HIRE OF
FREIGHT CARS, TRAILERS AND RELATED COSTS

Equipment of:

NOKL NORTHWESTERN OKLAHOMA RR *FUR* (591)

Month of:

NOV 2003

ITEM NAME	ACCOUNT TYPE	DESC	(A) PAYMENT	(B) DEDUCTION	(A - B) NET
CAR HIRE RULES 1/11 - 1T/11T	010				
CURRENT MONTH		01	25308.99		25308.99
FIRST MONTH ADJUSTMENT		02			
PRIOR MONTH ADJUSTMENT		03	279.11		279.11
REGISTRATION ADJUSTMENT		06			
PENALTY		01,02,03,06	41.86		41.86
APPURTENANCE	010				
CURRENT MONTH		01			
FIRST MONTH ADJUSTMENT		02			
PRIOR MONTH ADJUSTMENT		03			
PENALTY		01,02,03			
INTERMODAL	020				
CURRENT MONTH		01			
FIRST MONTH ADJUSTMENT		02			
PRIOR MONTH ADJUSTMENT		03			
PENALTY		01,02,03			
CAR HIRE OTHER					
CAR HIRE MISCELLANEOUS	024	ANY			
RULE 4	040	07,08,09			
RULE 5	050-055	07,08,09			
RULE 7	070	07,08,09			
RULE 8	080	07,08,09			
RULE 15	150-151	07,08,09			
RULE 16	160	07,08,09			
RULE 21 LOADING CHARGE	210-215	01,02,03			
RULE 22	221-225	07,08,09			
RULE 23	230	07,08,09			
MISCELLANEOUS					
SPECIAL	400	07,08,09			
BILATERAL	425	07,08,09			
CONTRACTS	450	07,08,09			
RESERVED	500-550	07,08			
TRAILER RELIEF	600	07,08,09			
NON CAR HIRE - OTHER					
CSR - 5	800	XXXXXXXXXX			
SPECIAL USE CHARGE	810	XXXXXXXXXX			
ORIGIN DETENTION	820	XXXXXXXXXX			
DESTINATION DETENTION	825	XXXXXXXXXX			
OT - 5	850	07,08,09			
TAX	860				
GRAND TOTALS	XXX	XXXXXXXXXX	25629.96		25629.96

JAN 12 2004

SUMMARY OF AMOUNTS DUE FOR CAR HIRE OF
FREIGHT CARS, TRAILERS AND RELATED COSTS

Equipment of:

UMP UPPER MERION & PLYM. RR *FUR* (808)

Month of:
JUL 2000

ITEM NAME	ACCOUNT TYPE	DESC	(A) PAYMENT	(B) DEDUCTION	(A - B) NET
<u>CAR HIRE RULES 1/11 - 1T/11T</u>	010				
CURRENT MONTH		01	1665.44		1665.44
FIRST MONTH ADJUSTMENT		02			
PRIOR MONTH ADJUSTMENT		03			
REGISTRATION ADJUSTMENT		06			
PENALTY		01,02,03,06			
<u>APPURTENANCE</u>	010				
CURRENT MONTH		01			
FIRST MONTH ADJUSTMENT		02			
PRIOR MONTH ADJUSTMENT		03			
PENALTY		01,02,03			
<u>INTERMODAL</u>	020				
CURRENT MONTH		01			
FIRST MONTH ADJUSTMENT		02			
PRIOR MONTH ADJUSTMENT		03			
PENALTY		01,02,03			
<u>CAR HIRE OTHER</u>					
<u>CAR HIRE MISCELLANEOUS</u>	024	ANY			
RULE 4	040	07,08,09			
RULE 5	050-055	07,08,09			
RULE 7	070	07,08,09			
RULE 8	080	07,08,09			
RULE 15	150-151	07,08,09			
RULE 16	160	07,08,09			
RULE 21 LOADING CHARGE	210-215	01,02,03			
RULE 22	221-225	07,08,09			
RULE 23	230	07,08,09			
<u>MISCELLANEOUS</u>					
SPECIAL	400	07,08,09			
BILATERAL	425	07,08,09			
CONTRACTS	450	07,08,09			
RESERVED	500-550	07,08			
TRAILER RELIEF	600	07,08,09			
<u>NON CAR HIRE - OTHER</u>					
CSR - 5	800	XXXXXXXXXX			
SPECIAL USE CHARGE	810	XXXXXXXXXX			
ORIGIN DETENTION	820	XXXXXXXXXX			
DESTINATION DETENTION	825	XXXXXXXXXX			
OT - 5	850	07,08,09			
TAX	860				
GRAND TOTALS	XXX	XXXXXXXXXX	1665.44		1665.44

SUMMARY OF AMOUNTS DUE FOR CAR HIRE OF
FREIGHT CARS, TRAILERS AND RELATED COSTS

Equipment of:

CBRY COPPER BASIN RAILWAY INC. *FUR* (909)

Month of:
NOV 2003

ITEM NAME	ACCOUNT		(A) PAYMENT	(B) DEDUCTION	(A - B) NET
	TYPE	DESC			
CAR HIRE RULES 1/11 - 1T/11T	010				
CURRENT MONTH		01	1729.99		1729.99
FIRST MONTH ADJUSTMENT		02			
PRIOR MONTH ADJUSTMENT		03			
REGISTRATION ADJUSTMENT		06			
PENALTY		01,02,03,06			
APPURTENANCE	010				
CURRENT MONTH		01			
FIRST MONTH ADJUSTMENT		02			
PRIOR MONTH ADJUSTMENT		03			
PENALTY		01,02,03			
INTERMODAL	020				
CURRENT MONTH		01			
FIRST MONTH ADJUSTMENT		02			
PRIOR MONTH ADJUSTMENT		03			
PENALTY		01,02,03			
CAR HIRE OTHER					
CAR HIRE MISCELLANEOUS	024	ANY			
RULE 4	040	07,08,09			
RULE 5	050-055	07,08,09			
RULE 7	070	07,08,09			
RULE 8	080	07,08,09			
RULE 15	150-151	07,08,09			
RULE 16	160	07,08,09			
RULE 21 LOADING CHARGE	210-215	01,02,03			
RULE 22	221-225	07,08,09			
RULE 23	230	07,08,09			
MISCELLANEOUS					
SPECIAL	400	07,08,09			
BILATERAL	425	07,08,09			
CONTRACTS	450	07,08,09			
RESERVED	500-550	07,08			
TRAILER RELIEF	600	07,08,09			
NON CAR HIRE - OTHER					
CSR - 5	800	XXXXXXXX			
SPECIAL USE CHARGE	810	XXXXXXXX			
ORIGIN DETENTION	820	XXXXXXXX			
DESTINATION DETENTION	825	XXXXXXXX			
OT - 5	850	07,08,09			
TAX	860				
GRAND TOTALS	XXX	XXXXXXXX	1729.99		1729.99

JAN 12 2004

SUMMARY OF AMOUNTS DUE FOR CAR HIRE OF
FREIGHT CARS, TRAILERS AND RELATED COSTS

Equipment of:

CSCD CASCADE & COLUMBIA RIVER RR CO. ()

Month of:
AUG 2003

ITEM NAME	ACCOUNT		(A) PAYMENT	(B) DEDUCTION	(A - B) NET
	TYPE	DESC			
CAR HIRE RULES 1/11 - 1T/11T	010				
CURRENT MONTH		01	104.80		104.80
FIRST MONTH ADJUSTMENT		02			
PRIOR MONTH ADJUSTMENT		03			
REGISTRATION ADJUSTMENT		06			
PENALTY		01, 02, 03, 06			
APPURTENANCE	010				
CURRENT MONTH		01			
FIRST MONTH ADJUSTMENT		02			
PRIOR MONTH ADJUSTMENT		03			
PENALTY		01, 02, 03			
INTERMODAL	020				
CURRENT MONTH		01			
FIRST MONTH ADJUSTMENT		02			
PRIOR MONTH ADJUSTMENT		03			
PENALTY		01, 02, 03			
CAR HIRE OTHER					
CAR HIRE MISCELLANEOUS	024	ANY			
RULE 4	040	07, 08, 09			
RULE 5	050-055	07, 08, 09			
RULE 7	070	07, 08, 09			
RULE 8	080	07, 08, 09			
RULE 15	150-151	07, 08, 09			
RULE 16	160	07, 08, 09			
RULE 21 LOADING CHARGE	210-215	01, 02, 03			
RULE 22	221-225	07, 08, 09			
RULE 23	230	07, 08, 09			
MISCELLANEOUS					
SPECIAL	400	07, 08, 09			
BILATERAL	425	07, 08, 09			
CONTRACTS	450	07, 08, 09			
RESERVED	500-550	07, 08			
TRAILER RELIEF	600	07, 08, 09			
NON CAR HIRE - OTHER					
CSR - 5	800	XXXXXXXXXX			
SPECIAL USE CHARGE	810	XXXXXXXXXX			
ORIGIN DETENTION	820	XXXXXXXXXX			
DESTINATION DETENTION	825	XXXXXXXXXX			
OT - 5	850	07, 08, 09			
TAX	860				
GRAND TOTALS	XXX	XXXXXXXXXX	104.80		104.80

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OCT 11 2003

First Union Rail
Car Accounting

SUMMARY OF AMOUNTS DUE FOR CAR HIRE OF
FREIGHT CARS, TRAILERS AND RELATED COSTS

Equipment of:

AERC ALBANY & EASTERN RR *FUR*

()

Month of:

DEC 2002

ITEM NAME

ACCOUNT	
TYPE	DESC

(A)	(B)
PAYMENT	DEDUCTION

(A - B)
NET

CAR HIRE RULES 1/11 - 1T/11T

010

CURRENT MONTH

01

248.82

248.82

FIRST MONTH ADJUSTMENT

02

PRIOR MONTH ADJUSTMENT

03

REGISTRATION ADJUSTMENT

06

PENALTY

01,02,03,06

APPURTENANCE

010

CURRENT MONTH

01

FIRST MONTH ADJUSTMENT

02

PRIOR MONTH ADJUSTMENT

03

PENALTY

01,02,03

INTERMODAL

020

CURRENT MONTH

01

FIRST MONTH ADJUSTMENT

02

PRIOR MONTH ADJUSTMENT

03

PENALTY

01,02,03

CAR HIRE OTHER

CAR HIRE MISCELLANEOUS

024

ANY

RULE 4

040

07,08,09

RULE 5

050-055 07,08,09

RULE 7

070

07,08,09

RULE 8

080

07,08,09

RULE 15

150-151 07,08,09

RULE 16

160

07,08,09

RULE 21 LOADING CHARGE

210-215 01,02,03

RULE 22

221-225 07,08,09

RULE 23

230

07,08,09

MISCELLANEOUS

SPECIAL

400

07,08,09

BILATERAL

425

07,08,09

CONTRACTS

450

07,08,09

RESERVED

500-550 07,08

TRAILER RELIEF

600

07,08,09

NON CAR HIRE - OTHER

CSR - 5

800

XXXXXXXXXX

SPECIAL USE CHARGE

810

XXXXXXXXXX

ORIGIN DETENTION

820

XXXXXXXXXX

DESTINATION DETENTION

825

XXXXXXXXXX

OT - 5

850

07,08,09

TAX

860

GRAND TOTALS

XXX

XXXXXXXXXX

248.82

248.82

SUMMARY OF AMOUNTS DUE FOR CAR HIRE OF
FREIGHT CARS, TRAILERS AND RELATED COSTS

Equipment of:

FP FORDYCE & PRINCETON RR *FUR* (265)

Month of:
NOV 2003

ITEM NAME	ACCOUNT TYPE	DESC	(A) PAYMENT	(B) DEDUCTION	(A - B) NET
CAR HIRE RULES 1/11 - 1T/11T	010				
CURRENT MONTH		01	335.01		335.01
FIRST MONTH ADJUSTMENT		02			
PRIOR MONTH ADJUSTMENT		03			
REGISTRATION ADJUSTMENT		06			
PENALTY		01,02,03,06			
APPURTENANCE	010				
CURRENT MONTH		01			
FIRST MONTH ADJUSTMENT		02			
PRIOR MONTH ADJUSTMENT		03			
PENALTY		01,02,03			
INTERMODAL	020				
CURRENT MONTH		01			
FIRST MONTH ADJUSTMENT		02			
PRIOR MONTH ADJUSTMENT		03			
PENALTY		01,02,03			
CAR HIRE OTHER					
CAR HIRE MISCELLANEOUS	024	ANY			
RULE 4	040	07,08,09			
RULE 5	050-055	07,08,09			
RULE 7	070	07,08,09			
RULE 8	080	07,08,09			
RULE 15	150-151	07,08,09			
RULE 16	160	07,08,09			
RULE 21 LOADING CHARGE	210-215	01,02,03			
RULE 22	221-225	07,08,09			
RULE 23	230	07,08,09			
MISCELLANEOUS					
SPECIAL	400	07,08,09			
BILATERAL	425	07,08,09			
CONTRACTS	450	07,08,09			
RESERVED	500-550	07,08			
TRAILER RELIEF	600	07,08,09			
NON CAR HIRE - OTHER					
CSR - 5	800	XXXXXXXX			
SPECIAL USE CHARGE	810	XXXXXXXX			
ORIGIN DETENTION	820	XXXXXXXX			
DESTINATION DETENTION	825	XXXXXXXX			
OT - 5	850	07,08,09			
TAX	860				
GRAND TOTALS	XXX	XXXXXXXX	335.01		335.01

JAN 12 2004

SUMMARY OF AMOUNTS DUE FOR CAR HIRE OF
FREIGHT CARS, TRAILERS AND RELATED COSTS

Equipment of:
STMA ST. MARIES RIVER RR CO. *FUR* (698)

Month of:
NOV 2003

ITEM NAME	ACCOUNT TYPE	DESC	(A) PAYMENT	(B) DEDUCTION	(A - B) NET
<u>CAR HIRE RULES 1/11 - 1T/11T</u>	010				
CURRENT MONTH		01	1024.12		1024.12
FIRST MONTH ADJUSTMENT		02			
PRIOR MONTH ADJUSTMENT		03	159.95		159.95
REGISTRATION ADJUSTMENT		06			
PENALTY		01,02,03,06	23.99		23.99
<u>APPURTENANCE</u>	010				
CURRENT MONTH		01			
FIRST MONTH ADJUSTMENT		02			
PRIOR MONTH ADJUSTMENT		03			
PENALTY		01,02,03			
<u>INTERMODAL</u>	020				
CURRENT MONTH		01			
FIRST MONTH ADJUSTMENT		02			
PRIOR MONTH ADJUSTMENT		03			
PENALTY		01,02,03			
<u>CAR HIRE OTHER</u>					
CAR HIRE MISCELLANEOUS	024	ANY			
RULE 4	040	07,08,09			
RULE 5	050-055	07,08,09			
RULE 7	070	07,08,09			
RULE 8	080	07,08,09			
RULE 15	150-151	07,08,09			
RULE 16	160	07,08,09			
RULE 21 LOADING CHARGE	210-215	01,02,03			
RULE 22	221-225	07,08,09			
RULE 23	230	07,08,09			
<u>MISCELLANEOUS</u>					
SPECIAL	400	07,08,09			
BILATERAL	425	07,08,09			
CONTRACTS	450	07,08,09			
RESERVED	500-550	07,08			
TRAILER RELIEF	600	07,08,09			
<u>NON CAR HIRE - OTHER</u>					
CSR - 5	800	XXXXXXXX			
SPECIAL USE CHARGE	810	XXXXXXXX			
ORIGIN DETENTION	820	XXXXXXXX			
DESTINATION DETENTION	825	XXXXXXXX			
OT - 5	850	07,08,09			
TAX	860				
GRAND TOTALS	XXX	XXXXXXXX	1208.06		1208.06

SUMMARY OF AMOUNTS DUE FOR CAR HIRE OF
FREIGHT CARS, TRAILERS AND RELATED COSTS

Equipment of:

WGR WILLIAMETTE VALLEY Rwy. CO. (831)

Month of:
NOV 2003

ITEM NAME	ACCOUNT		(A) PAYMENT	(B) DEDUCTION	(A - B) NET
	TYPE	DESC			
<u>CAR HIRE RULES 1/11 - 1T/11T</u>	010				
CURRENT MONTH		01	29.72		29.72
FIRST MONTH ADJUSTMENT		02			
PRIOR MONTH ADJUSTMENT		03			
REGISTRATION ADJUSTMENT		06			
PENALTY		01,02,03,06			
<u>APPURTENANCE</u>	010				
CURRENT MONTH		01			
FIRST MONTH ADJUSTMENT		02			
PRIOR MONTH ADJUSTMENT		03			
PENALTY		01,02,03			
<u>INTERMODAL</u>	020				
CURRENT MONTH		01			
FIRST MONTH ADJUSTMENT		02			
PRIOR MONTH ADJUSTMENT		03			
PENALTY		01,02,03			
<u>CAR HIRE OTHER</u>					
CAR HIRE MISCELLANEOUS	024	ANY			
RULE 4	040	07,08,09			
RULE 5	050-055	07,08,09			
RULE 7	070	07,08,09			
RULE 8	080	07,08,09			
RULE 15	150-151	07,08,09			
RULE 16	160	07,08,09			
RULE 21 LOADING CHARGE	210-215	01,02,03			
RULE 22	221-225	07,08,09			
RULE 23	230	07,08,09			
<u>MISCELLANEOUS</u>					
SPECIAL	400	07,08,09			
BILATERAL	425	07,08,09			
CONTRACTS	450	07,08,09			
RESERVED	500-550	07,08			
TRAILER RELIEF	600	07,08,09			
<u>NON CAR HIRE - OTHER</u>					
CSR - 5	800	XXXXXXXX			
SPECIAL USE CHARGE	810	XXXXXXXX			
ORIGIN DETENTION	820	XXXXXXXX			
DESTINATION DETENTION	825	XXXXXXXX			
OT - 5	850	07,08,09			
TAX	860				
GRAND TOTALS	XXX	XXXXXXXX	29.72		29.72

JAN 12 2004